

AGREEMENT

Superintendent's Contract For McCracken County School District Commonwealth of Kentucky

This is a contract of employment entered into this the 26 day of April, 2010, between the Board of Education for McCracken County, Kentucky ("Board") and Dr. Nancy Moore Waldrop ("Superintendent"). This Agreement establishes the mutual and respective responsibilities, terms and conditions under which the Superintendent will serve the Board as Superintendent of the McCracken County School District.

The parties agree:

1. Term

The term of the Agreement shall be for four (4) years, beginning on the 1st day of July, 2010 and expiring on the 30th day of June, 2014.

2. Professional Certification and Responsibilities of Superintendent

a. Certification – The Superintendent shall at all times under the terms of this Agreement hold up-to-date and valid certification for the position of superintendent and shall timely meet any requirements for assessment or training as required by the laws of the Commonwealth.

b. Duties – The Superintendent shall be the executive agent of the Board and shall have the primary responsibility for carrying out Board policy in the District. The Board retains the primary responsibility for formulating and adopting District policy as required and permitted by law. The Superintendent shall devote her entire time to the discharge of her duties as set out in law, regulation, and District policy.

c. Outside Activities – The Superintendent may, with consent of the Board, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the Superintendent's duties to the District and are of short term.

3. **Compensation**

a. Salary – The Board shall pay the Superintendent an annual salary for the term of the Agreement in the amount of \$145,000 per year, to be paid in equal and regular monthly installments, beginning July, 2010. Said salary will not be affected by the annual increase in salary received by other certified employees.

b. Performance Bonus – At the beginning of each school year during the term of this contract, the Board, in consultation with the Superintendent, shall establish a set of measurable, specified general performance objectives that the Board will use in determining Superintendent's eligibility for a performance bonus for that school year.

At the end of each school year, based upon the Board's annual, summative evaluation of the Superintendent, the Board will determine whether the Superintendent has met the criteria and objectives established at the beginning of the school year and decide if a bonus is appropriate and if so, the bonus amount to be paid up to eighteen percent (18%) of the Superintendent's base salary.

c. Work Schedule – The Superintendent shall adopt regular working hours in line with District policy and shall not take leave or non-contract days of greater than four (4) consecutive days without Board approval.

4. **Benefits**

a. Contract Days – It is understood and agreed that each school year from July 1st to June 30th, during the term of this Agreement shall consist of two hundred forty-one (241) contract days which are calculated by subtracting twenty (20) non-contract days and weekends from the three hundred sixty-five (365) day year. The Superintendent may observe the following legal holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after, Christmas Eve, Christmas Day, and New Year's Eve. The Superintendent may elect to take non-contract days at any time provided, however, that should she elect to take five (5) or more days consecutively, the time for taking said days shall be subject to Board approval. Non-contract days taken by the Superintendent shall be noted in the minutes of the next regularly scheduled Board meeting after said days are taken.

It is understood that the Superintendent's non-contract days shall not be accumulated and used in any successive year.

b. Sick Days, Personal Days, and Emergency Days – The Superintendent shall receive Sick, Personal, and Emergency Days on the same basis as other certified employees of the District. The policies for certified personnel regarding sick days, personal days, and emergency days shall be applicable to the Superintendent.

c. Health Benefits – The Superintendent shall receive health insurance and other benefits on the same basis as other certified employees of the District.

d. Expenses – The Board shall pay or reimburse the Superintendent for reasonable expenses incurred in the performance of the duties of the Superintendent. Payment for expenses shall require Board approval and shall be consistent with District policy providing for payment of employee expenses.

e. Professional and Civic Dues – The Board shall pay up to \$1,500.00 per fiscal year for professional and civic membership dues for the Superintendent. Should reasonable expenses exceed \$1,500.00, said expenses shall not be paid without written approval of the Board.

f. Automobile – The Board shall provide the Superintendent with the use of a District owned automobile, of the Board's choice, to be used solely for the purposes associated with the Superintendent's job duties. The Board shall provide liability insurance for the automobile in addition to providing maintenance and service on the vehicle and supplying gasoline and other necessary items related to the operation of the vehicle.

g. Retirement Program – The Superintendent shall participate in and be a member of the Kentucky Teacher Retirement System.

5. Evaluation of the Superintendent

The Superintendent shall be evaluated by the Board no less than once per year.

6. Termination of Employment Agreement

Reasons for Termination – This Agreement shall terminate at the conclusion of the term set out within and may be terminated before that date by:

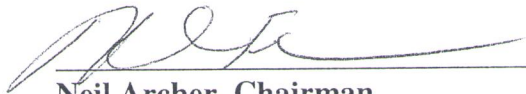
- a. Mutual agreement of the parties;
- b. Death, disability or retirement of the Superintendent; or

c. Discharge of the Superintendent for cause as permitted by law.

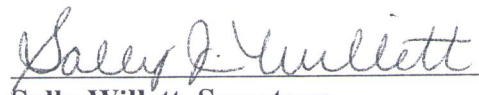
7. **Savings Clause**

If, during the term of this Agreement, a clause or any portion of the Agreement is found illegal under federal or state law, the remaining portions of the Agreement shall remain in full force and effect to the extent they are unaffected by the ruling of illegality.

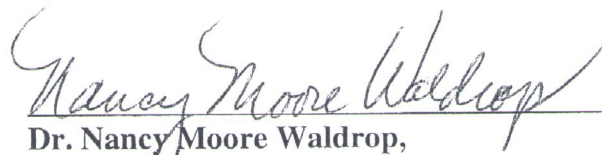
Witness the hands of the parties on the date first above written.



Neil Archer, Chairman
Board of Education for McCracken
County, Kentucky



Sally Willett, Secretary
Board of Education for McCracken
County, Kentucky



Dr. Nancy Moore Waldrop,
Superintendent

McCRACKEN COUNTY SCHOOLS

Staff Notes

ITEM: Amendment to Superintendent Contract

APPLICABLE BOARD OF EDUCATION POLICY, ADMINISTRATIVE REGULATION OR STATUTE:

KRS 160.290	KRS 160.580	MCPS 01.1
KRS 160.350	MCPS 02.1	
MCPS 01.11	MCPS 04.31	

ISSUE: Whether to approve an amendment to the Superintendent Contract

BACKGROUND:

The original wording of section 4(e) of the Superintendent Contract is as follows: "The Board shall pay up to \$1,500.00 per fiscal year for professional and civic membership dues for the Superintendent. Should reasonable expenses exceed \$1,500.00, said expenses shall not be paid without written approval of the Board."

Estimates for annual membership fees are shown below:

Kentucky Association of School Superintendents (KASS)	\$2000
Kentucky Association of School Administrators (KASA)	\$490
Leadership Kentucky Association	\$100
Rotary Club of Paducah	\$300
Paducah Chamber of Commerce	\$600
Total	\$3490

> Designee

The Board has spent comparable amounts on professional membership dues for past Superintendents. Upon examination of actual costs to maintain these beneficial memberships, it was discovered that the \$1,500 allotted for this purpose is not enough to meet the need.

Proposed wording of section 4(e) of the Superintendent Contract is as follows: "The Board shall pay for reasonable professional and civic membership dues for the Superintendent, which may include but are not limited to the following memberships: Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), Leadership Kentucky Association, Rotary Club of Paducah, and Paducah Chamber of Commerce."

ALTERNATIVE ACTION:

1. Approve the amendment to the Superintendent's Contract.
2. Do not approve the amendment to the Superintendent's Contract.
3. Table for further review.

RECOMMENDATION: Board Prerogative

CONTACT PERSON: Johnna Lee DeJarnett, Assistant Superintendent

Superintendent

Date

*Hem
IV. G.*

*BOE approved
10/14/2010*